



STATE OF MONTANA REQUEST FOR PROPOSAL (RFP)

RFP Number: 0710001	RFP Title: Native American Tobacco Use Cessation Pilot Project Using Peer Counseling
RFP Response Due Date and Time: May 31, 2006 5:00 P.M. Local Time	Number of Pages: 39 Pages

ISSUING AGENCY INFORMATION

Procurement Officer: Gwen Ungerman	Issue Date: May 22, 2006
State Procurement Bureau General Services Division Department of Administration Room 165, Mitchell Building 125 North Roberts Street P.O. Box 200135 Helena, MT 59620-0135	Phone: (406) 444-0546 Fax: (406) 444-7358 TTY Users, Dial 711 Website: http://www.mt.gov/doa/gsd

INSTRUCTIONS TO OFFERORS

Return Proposal to: State Procurement Bureau General Services Division Department of Administration Room 165, Mitchell Building 125 North Roberts Street P.O. Box 200135 Helena, MT 59620-0135	Mark Face of Envelope/Package: RFP Number: 0710001 RFP Response Due Date: June 9, 2006 Special Instructions: None.
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IMPORTANT: SEE STANDARD TERMS AND CONDITIONS

OFFERORS MUST COMPLETE THE FOLLOWING

Offeror Name/Address:	Authorized Offeror Signatory: (Please print name and sign in ink)
Offeror Phone Number:	Offeror FAX Number:
Offeror E-mail Address:	

OFFERORS MUST RETURN THIS COVER SHEET WITH RFP RESPONSE

TABLE OF CONTENTS

	<u>PAGE</u>
Offeror's RFP Checklist	3
Schedule of Events	4
Section 1: Project Overview and Instructions	5
1.0 Project Overview	5
1.1 Contract Term	5
1.2 Single Point of Contact	5
1.3 Required Review	5
1.4 Pre-Proposal Conference	6
1.5 General Requirements	6
1.6 Submitting a Proposal	7
1.7 Cost of Preparing a Proposal	8
Section 2: RFP Standard Information	9
2.0 Authority	9
2.1 Offeror Competition	9
2.2 Receipt of Proposals and Public Inspection	9
2.3 Classification and Evaluation of Proposals	9
2.4 State's Rights Reserved	11
Section 3: Scope of Project	12
3.0 Background and Project Overview	13
3.1 Project Description & Contractor Requirements	14
3.2 Montana-Specific Information	14
Section 4: Qualifications & Informational Response Requirements	16
4.0 State's Right to Investigate and Reject	16
4.1 Offeror's Qualifications and Services Method Plan	16
Section 5: Offeror's Cost Proposal/Proposed Budget	17
5.1 Cost Categories	17
5.2 Proposed Payment Schedule	17
Section 6: Evaluation Process	19
6.0 Evaluation Criteria	19
Appendix A - Standard Terms and Conditions	21
Appendix B - Contract	24
Appendix C – North American Quitline Consortium Data Elements	32

OFFEROR'S RFP CHECKLIST

The 10 Most Critical Things to Keep in Mind When Responding to an RFP for the State of Montana

1. _____ **Read the entire document.** Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; funding amount and source; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. _____ **Note the procurement officer's name, address, phone numbers and e-mail address.** This is the only person you are allowed to communicate with regarding the RFP and is an excellent source of information for any questions you may have.
3. _____ **Attend the pre-proposal conference** if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the State of any ambiguities, inconsistencies, or errors in the RFP.
4. _____ **Take advantage of the "question and answer" period.** Submit your questions to the procurement officer by the due date listed in the Schedule of Events and view the answers given in the formal "addenda" issued for the RFP. All addenda issued for an RFP are posted on the State's website and will include all questions asked and answered concerning the RFP.
5. _____ **Follow the format required in the RFP** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
6. _____ **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don't assume the State or evaluator/evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the State. The proposals are evaluated based solely on the information and materials provided in your response.
7. _____ **Use the forms provided**, i.e., cover page, sample budget form, certification forms, etc.
8. _____ **Check the State's website for RFP addenda.** Before submitting your response, check the State's website at <http://www.mt.gov/doa/gsd/osbs/default.asp> to see whether any addenda were issued for the RFP. If so, you must submit a signed cover sheet for each addendum issued along with your RFP response.
9. _____ **Review and read the RFP document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluator/evaluation committee members and will be used to score your response.
10. _____ **Submit your response on time.** Note all the dates and times listed in the Schedule of Events and within the document, and be sure to submit all required items on time. Late proposal responses are **never** accepted.

This checklist is provided for assistance only and should not be submitted with Offeror's Response.

SCHEDULE OF EVENTS

<u>EVENT</u>	<u>DATE</u>
RFP Issue Date.....	<u>May 22, 2006</u>
Pre-Proposal Conference	<u>May 30, 2006</u>
Deadline for Receipt of Written Questions	<u>May 31, 2006</u>
Deadline for Posting of Written Responses to the State's Website	<u>June 5, 2006</u>
RFP Response Due Date.....	<u>June 9, 2006</u>
Intended Date for Contract Award	<u>June 16, 2006</u>

SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS

1.0 PROJECT OVERVIEW

The STATE OF MONTANA, Department of Public Health and Human Services (hereinafter referred to as “the State” and “DPHHS”) invites qualified applicants to submit a proposal to provide tobacco use cessation services for Native Americans using peer counseling as a key cessation component. The tobacco cessation services will address non-traditional/non-ceremonial smoking of cigarettes and cigars and the use of chew or spit tobacco by Native Americans.

Through this RFP, the DPHHS will contract with an entity located in Montana to provide the peer counseling-based cessation services in a specific geographic location of the state as pilot project for the Montana Tobacco Use Prevention Program (MTUPP). This geographic location may be within one of Montana’s seven Indian Reservations, or within a non-reservation community, that has an established Native American Indian Health Clinic or Center (Billings, Butte, Great Falls, Helena, or Missoula). The owners/operators of the contracted entity, and the peer counselors, must be of Native American ancestry.

Section 3, Scope of Project provides a more complete description of the services sought for this project. Proposals submitted in response to this solicitation must comply with the instructions and procedures contained herein.

1.1 CONTRACT TERM

The contract term is for a period of thirteen months beginning June 1, 2006 and ending June 30, 2007.

1.2 SINGLE POINT OF CONTACT

From the date this Request for Proposal (RFP) is issued until an offeror is selected and the selection is announced by the procurement officer, **offerors are not allowed to communicate with any state staff or officials regarding this procurement, except at the direction of Gwen Ungerman**, the procurement officer in charge of the solicitation. Any unauthorized contact may disqualify the offeror from further consideration. Contact information for the single point of contact is as follows:

Procurement Officer: **Gwen Ungerman**
Address: **111 North Sanders**
Telephone Number: **406-444-0546**
Fax Number: **406-444-7346**
E-mail Address: **Gungerman@mt.gov**

1.3 REQUIRED REVIEW

1.3.1 Review RFP. Offerors should carefully review the instructions, mandatory requirements, specifications, standard terms and conditions, and contract set out in this RFP and promptly notify the procurement officer identified above in writing or via e-mail of any ambiguity, inconsistency, unduly restrictive specifications, or error which they discover upon examination of this RFP. This should include any terms or requirements within the RFP that either preclude the offeror from responding to the RFP or add unnecessary cost. This notification must be accompanied by an explanation and suggested modification and be received by the deadline for receipt of written or e-mailed inquiries set forth below. The State will make any final determination of changes to the RFP.

1.3.2 Form of Questions. Offerors with questions or requiring clarification or interpretation of any section within this RFP must address these questions in writing or via e-mail to the procurement officer referenced above on or before **May 31, 2006**. Each question must provide clear reference to the section, page, and item in question. Questions received after the deadline may not be considered.

1.3.3 State's Response. The State will provide an official written response by **June 5, 2006** to all questions received by **May 31, 2006**. The State's response will be by formal written addendum. Any other form of interpretation, correction, or change to this RFP will not be binding upon the State. Any formal written addendum will be posted on the State's website alongside the posting of the RFP at <http://www.mt.gov/doa/gsd/osbs/default.asp> by the close of business on the date listed. **Offerors must sign and return with their RFP response an Acknowledgment of Addendum for any addendum issued.**

1.4 PRE-PROPOSAL CONFERENCE

An optional Pre-Proposal Telephone Conference Call will be conducted on **May 30, 2006 at 2:00 p.m. at 1400 Broadway, Helena, Montana Cogswell Building Room C-207**. Offerors are encouraged to use this opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the State of any ambiguities, inconsistencies, or errors discovered upon examination of this RFP. All responses to questions at the Pre-Proposal Conference will be oral and in no way binding on the State. Participation in the conference call is optional. However, it is advisable that all interested parties participate. If calling from the Helena area, call **(406) 444-7962**. If calling from outside the Helena area, call **1-877-247-8426**. The password for both numbers is **4507**.

1.5 GENERAL REQUIREMENTS

1.5.1 Acceptance of Standard Terms and Conditions/Contract. By submitting a response to this RFP, offeror agrees to acceptance of the standard terms and conditions and contract as set out in Appendices A and B of this RFP. Much of the language included in the standard terms and conditions and contract reflects requirements of Montana law. Requests for additions or exceptions to the standard terms and conditions, contract terms, including any necessary licenses, or any added provisions must be submitted to the procurement officer referenced above by the date for receipt of written/e-mailed questions and must be accompanied by an explanation of why the exception is being sought and what specific effect it will have on the offeror's ability to respond to the RFP or perform the contract. The State reserves the right to address non-material requests for exceptions with the highest scoring offeror during contract negotiation. Any material exceptions requested and granted to the standard terms and conditions and contract language will be addressed in any formal written addendum issued for this RFP and will apply to all offerors submitting a response to this RFP. The State will make any final determination of changes to the standard terms and conditions and/or contract.

1.5.2 Resulting Contract. This RFP and any addenda, the offeror's RFP response, including any amendments, a best and final offer, and any clarification question responses shall be included in any resulting contract. The State's contract, attached as Appendix B, contains the contract terms and conditions which will form the basis of any contract between the State and the highest scoring offeror. In the event of a dispute as to the duties and responsibilities of the parties under this contract, the contract, along with any attachments prepared by the State, will govern in the same order of precedence as listed in the contract.

1.5.3 Mandatory Requirements. To be eligible for consideration, an offeror **must** meet the intent of all mandatory requirements. The State will determine whether an offeror's RFP response complies with the intent of the requirements. RFP responses that do not meet the full intent of all requirements listed in this RFP may be subject to point reductions during the evaluation process or may be deemed non-responsive.

1.5.4 Understanding of Specifications and Requirements. By submitting a response to this RFP, offeror agrees to an understanding of and compliance with the specifications and requirements described in this RFP.

1.5.5 Prime Contractor/Subcontractors. The highest scoring offeror will be the prime contractor if a contract is awarded and shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be listed in the proposal. The State reserves the right to approve all subcontractors. The Contractor shall be responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. Further, nothing contained within this document or any contract documents created as a result of any contract awards derived from this RFP shall create any contractual relationships between any subcontractor and the State.

1.5.6 Offeror's Signature. The proposals must be signed in ink by an individual authorized to legally bind the business submitting the proposal. The offeror's signature on a proposal in response to this RFP guarantees that the offer has been established without collusion and without effort to preclude the State of Montana from obtaining the best possible supply or service. Proof of authority of the person signing the RFP response must be furnished upon request.

1.5.7 Offer in Effect for 120 Days. A proposal may not be modified, withdrawn or canceled by the offeror for a 120-day period following the deadline for proposal submission as defined in the Schedule of Events, or receipt of best and final offer, if required, and offeror so agrees in submitting the proposal.

1.6 SUBMITTING A PROPOSAL

1.6.1 Organization of Proposal. Offerors must organize their proposal into sections that follow the format of this RFP, with tabs separating each section. A point-by-point response to all numbered sections, subsections, and appendices is required. If no explanation or clarification is required in the offeror's response to a specific subsection, the offeror shall indicate so in the point-by-point response or utilize a blanket response for the entire section with the following statement:

"(Offeror's Name)" understands and will comply.

1.6.2 Failure to Comply with Instructions. Offerors failing to comply with these instructions may be subject to point deductions. The State may also choose to not evaluate, may deem non-responsive, and/or may disqualify from further consideration any proposals that do not follow this RFP format, are difficult to understand, are difficult to read, or are missing any requested information.

1.6.3 Multiple Proposals. Offerors may, at their option, submit multiple proposals, in which case each proposal shall be evaluated as a separate document.

1.6.4 Copies Required and Deadline for Receipt of Proposals. Offerors must submit **one original proposal and three copies** to the State Procurement Bureau. In addition, offerors must submit one electronic copy of the proposal, preferably in PDF format, on compact disk. Offerors unable to provide an electronic copy of the proposal in PDF format must provide it in Word or text format. **PROPOSALS MUST BE SEALED AND LABELED ON THE OUTSIDE OF THE PACKAGE** to clearly indicate that they are in response to RFP 0710021. ***Proposals must be received by Gwen Ungerman prior to 5:00 p.m. local time, June 9, 2006. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.***

1.6.5 Late Proposals. ***Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration.*** It shall be the offeror's sole risk to assure delivery

at the receptionist's desk at the designated office by the designated time. Late proposals will not be opened and may be returned to the offeror at the expense of the offeror or destroyed if requested.

1.7 COST OF PREPARING A PROPOSAL

1.7.1 State Not Responsible for Preparation Costs. The costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal as requested by the State are entirely the responsibility of the offeror. The State is not liable for any expense incurred by the offeror in the preparation and presentation of their proposal or any other costs incurred by the offeror prior to execution of a contract.

1.7.2 All Timely Submitted Materials Become State Property. All materials submitted in response to this RFP become the property of the State and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the State and offeror resulting from this RFP process.

SECTION 2: RFP STANDARD INFORMATION

2.0 AUTHORITY

This RFP is issued under the authority of section 18-4-304, MCA (Montana Code Annotated) and ARM 2.5.602 (Administrative Rules of Montana). The RFP process is a procurement option allowing the award to be based on stated evaluation criteria. The RFP states the relative importance of all evaluation criteria. No other evaluation criteria, other than as outlined in the RFP, will be used.

2.1 OFFEROR COMPETITION

The State encourages free and open competition among offerors. Whenever possible, the State will design specifications, proposal requests, and conditions to accomplish this objective, consistent with the necessity to satisfy the State's need to procure technically sound, cost-effective services and supplies.

2.2 RECEIPT OF PROPOSALS AND PUBLIC INSPECTION

2.2.1 Public Information. All information received in response to this RFP, including copyrighted material, is deemed public information and will be made available for public viewing and copying shortly after the time for receipt of proposals has passed with the following three exceptions: (1) bona fide trade secrets meeting the requirements of the Uniform Trade Secrets Act, Title 30, chapter 14, part 4, MCA, that have been properly marked, separated, and documented; (2) matters involving individual safety as determined by the State; and (3) other constitutional protections. See Mont. Code Ann. § 18-4-304.

2.2.2 Procurement Officer Review of Proposals. Upon opening the proposals received in response to this RFP, the procurement officer in charge of the solicitation will review the proposals and separate out any information that meets the referenced exceptions in Section 2.2.1 above, providing the following conditions have been met:

- Confidential information is clearly marked and separated from the rest of the proposal.
- The proposal does not contain confidential material in the cost or price section.
- An affidavit from an offeror's legal counsel attesting to and explaining the validity of the trade secret claim as set out in Title 30, chapter 14, part 4, MCA, is attached to each proposal containing trade secrets. Counsel must use the State of Montana "Affidavit for Trade Secret Confidentiality" form in requesting the trade secret claim. This affidavit form is available on the General Services Division's website at: <http://www.mt.gov/doa/gsd/procurement/forms.asp> or by calling (406) 444-2575.

Information separated out under this process will be available for review only by the procurement officer, the evaluator/evaluation committee members, and limited other designees. Offerors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a "right to know" (open records) request from another party.

2.3 CLASSIFICATION AND EVALUATION OF PROPOSALS

2.3.1 Initial Classification of Proposals as Responsive or Nonresponsive. All proposals will initially be classified as either "responsive" or "nonresponsive," in accordance with ARM 2.5.602. Proposals may be found nonresponsive at any time during the procurement process if any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFP; or the proposal is not within the plans and specifications described and required in the RFP. If a proposal is found to be nonresponsive, it will not be considered further.

2.3.2 Determination of Responsibility. The procurement officer will determine whether an offeror has met the standards of responsibility in accordance with ARM 2.5.407. Such a determination may be made at any time during the procurement process if information surfaces that would result in a determination of nonresponsibility. If an offeror is found nonresponsible, the determination must be in writing, made a part of the procurement file and mailed to the affected offeror.

2.3.3 Evaluation of Proposals. An evaluator/evaluation committee will evaluate the remaining proposals and recommend whether to award the contract to the highest scoring offeror or, if necessary, to seek discussion/negotiation or a best and final offer in order to determine the highest scoring offeror. All responsive proposals will be evaluated based on stated evaluation criteria. In scoring against stated criteria, the State may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses in terms of differing price, quality, and contractual factors. These scores will be used to determine the most advantageous offering to the State. If an evaluation committee meets to deliberate and evaluate the proposals, the public may attend and observe the evaluation committee deliberations.

2.3.4 Completeness of Proposals. Selection and award will be based on the offeror's proposal and other items outlined in this RFP. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by offerors outside the formal response or subsequent discussion/negotiation or "best and final offer," if requested, will not be considered, will have no bearing on any award, and may result in the offeror being disqualified from further consideration.

2.3.5 Achieve Passing Score. Any proposal that fails to achieve a passing score (**60% for the Resumes/Company Profile and Experience, and Method of Providing Services sections of the RFP**) will be eliminated from further consideration.

2.3.6 Opportunity for Discussion/Negotiation and/or Oral Presentation/Product Demonstration. After receipt of all proposals and prior to the determination of the award, the State may initiate discussions with one or more offerors should clarification or negotiation be necessary. Offerors may also be required to make an oral presentation and/or product demonstration to clarify their RFP response or to further define their offer. In either case, offerors should be prepared to send qualified personnel to Helena, Montana to discuss technical and contractual aspects of the proposal. Oral presentations and product demonstrations, if requested, shall be at the offeror's expense.

2.3.7 Best and Final Offer. The "Best and Final Offer" is an option available to the State under the RFP process, which permits the State to request a "best and final offer" from one or more offerors if additional information is required to make a final decision. Offerors may be contacted asking that they submit their "best and final offer," which must include any and all discussed and/or negotiated changes. The State reserves the right to request a "best and final offer" for this RFP, if any, based on price/cost alone.

2.3.8 Evaluator/Evaluation Committee Recommendation for Contract Award. The evaluator/evaluation committee will provide a written recommendation for contract award to the procurement officer that contains the scores, justification and rationale for the decision. The procurement officer will review the recommendation to ensure its compliance with the RFP process and criteria before concurring in the evaluator's/evaluation committee's recommendation.

2.3.9 Request for Documents Notice. Upon concurrence with the evaluator's/evaluation committee's recommendation for contract award, the procurement officer will issue a "Request for Documents Notice" to the highest scoring offeror to obtain the required insurance documents, contract performance security, an electronic copy of any requested material, i.e., response to clarification questions and/or Best and Final Offer, and any other necessary documents. Receipt of the "Request for Documents Notice" does not constitute a contract and no work may begin until a contract signed by all parties is in place. The procurement officer will notify all other offerors of the State's intent to begin contract negotiation with the highest scoring offeror.

2.3.10 Contract Negotiation. Upon issuance of the “Request for Documents Notice,” the procurement officer and/or state agency representatives may begin contract negotiation with the responsive and responsible offeror whose proposal achieves the highest score and is, therefore, the most advantageous to the State. If contract negotiation is unsuccessful or the highest scoring offeror fails to provide necessary documents or information in a timely manner, or fails to negotiate in good faith, the State may terminate negotiations and begin negotiations with the next highest scoring offeror.

2.3.11 Contract Award. Contract award, if any, will be made to the highest scoring offeror who provides all required documents and successfully completes contract negotiation. A formal contract utilizing the Contract attached as Appendix B and incorporating the Standard Terms and Conditions attached as Appendix A will be executed by all parties.

2.4 STATE’S RIGHTS RESERVED

While the State has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the State of Montana to award and execute a contract. Upon a determination such actions would be in its best interest, the State, in its sole discretion, reserves the right to:

- cancel or terminate this RFP (Mont. Code Ann. § 18-4-307);
- reject any or all proposals received in response to this RFP (ARM 2.5.602);
- waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any proposal (ARM 2.5.505);
- not award if it is in the best interest of the State not to proceed with contract execution (ARM 2.5.602); or
- if awarded, terminate any contract if the State determines adequate state funds are not available (Mont. Code Ann. § 18-4-313).

SECTION 3: SCOPE OF PROJECT

3.0 BACKGROUND AND PROJECT OVERVIEW

The Montana Tobacco Use Prevention Program (MTUPP), within the Montana Department of Public Health and Human Services (DPHHS), is a comprehensive tobacco control program. According to the 2010 Tobacco Use Prevention Plan, MTUPP's tobacco use prevention efforts will:

- Prevent youth from beginning a lifetime of addiction to tobacco products.
- Help people already addicted to tobacco to quit using it.
- Eliminate exposure to the hazardous effects of secondhand smoke.
- Change the way tobacco is used, sold, and promoted in Montana.
- Address all forms of tobacco use including cigarettes, spit tobacco, cigars, pipe tobacco, biddies, snuff, and any nicotine delivery device that are not related to nicotine replacement therapy (NRT).
- Eliminate disparities related to tobacco use and its effects among Montana's Native Americans, low-income populations, spit tobacco users and women of childbearing age.

Furthermore, the 2010 Plan includes the following guiding principles regarding tobacco prevention among Montana's Native Americans:

- Spiritual and religious leaders as well as traditional healers should be involved in developing consistent messages about the power of tobacco when used in traditional ways and the harmful effects of commercial tobacco.
- Youth and elders should be involved in program planning, outreach and evaluation.
- Family support systems should be used to help prevent commercial tobacco use and encourage cessation.
- Existing resources should be used to provide education and technical assistance to Native Americans concerning the dangers of commercial tobacco use.
- Use of all commercial tobacco products should be discouraged and health promotion should be encouraged. This approach will preserve and protect the traditions of Native Americans in the sacred use of tobacco while discouraging the abuse of commercial tobacco.
- The tobacco use prevention community will acknowledge tribal sovereignty and government-to-government relationships.

During the 2005 Montana Legislative session, **\$60,000** was allocated to DPHHS-MTUPP to be used to fund a pilot cessation project to help individual Montana Native Americans permanently quit their addiction to commercial tobacco products. Peer counseling is to be a key component of the project. The project will be 13 months in length, beginning June 1, 2006 and terminating June 30, 2007.

Through this RFP, the DPHHS is seeking a qualified and experienced Montana-based contractor to develop and implement a tobacco use cessation project for Native Americans that includes peer counseling as a key project component. The owner(s) and manager(s) of the contracting entity, as well as the peer counselors, must be of Native American ancestry. The tobacco cessation services must address non-traditional/non-ceremonial smoking of cigarettes and cigars and the use of chew or spit tobacco by Native Americans. The project must be developed, managed, documented, and evaluated as a pilot project, such that if successful, the project could be reproduced and used in other Native American communities in Montana.

For purposes of this RFP, "peer counseling" means Native Americans, with personal experience overcoming tobacco use addiction, meeting with and helping other Native Americans quit smoking or chewing. The tobacco cessation peer counselors must receive training and on-going supervision by cessation professionals, and may be involved in one-on-one or in small group settings.

3.1 PROJECT DESCRIPTION & CONTRACTOR REQUIREMENTS

3.1.1 Pilot Project Area Location. The contractor selected through this RFP will delineate the geographical area and describe the specific population that will be served by the cessation pilot project. Eligible locations are all or a portion of one of Montana's seven Indian reservations, or the major urban community served by one of Montana's five Urban Indian Clinics or Centers. The contractor will explain why this particular location and population was selected for the pilot project, and will provide an estimate of the number of Native Americans within the area that could potentially use the cessation services. The contractor will also describe the physical facility (building) within the pilot project area where they will provide the cessation services, and will ensure that the facility is smoke-free and, preferably if possible, tobacco-free.

3.1.2 Community Outreach for Recruiting Cessation Participants. The contractor will describe the following:

- The specific criteria they will use to determine if an individual is eligible to participate in the cessation pilot project (e.g. adults, youth, readiness to quit).
- The various strategies they will use to recruit an adequate number of tobacco users as participants in the cessation project.
- The existing or new outreach materials that will be used or created for participant recruitment and project promotion. Before creating or distributing materials, or using media (e.g. TV, newspaper, radio, print materials), the contractor will obtain written approval from MTUPP.
- Who within their organization will provide the outreach services. All outreach workers in direct contact with Native Americans must be of Native American ancestry.
- Their goal for the number of tobacco users they will recruit as cessation participants.
- Their goal for the number of tobacco users they expect will commit/agree to participate in the cessation project.
- Their goal for the number of participants that will succeed at quitting tobacco use.
- How they will collaborate with health care providers and local tobacco use prevention programs in recruiting tobacco user to participate in the cessation project.

3.1.3 Cessation Participant Data Collection and Data Management. The contractor will describe what data elements they will collect for each participant who enrolls in the cessation project. The collected data elements should be similar to those used by the North American Quit Line Consortium. These data elements can be found on the NAQC website at http://www.naquitline.org/pdfs/mds_intakequestions.pdf and also in "Appendix C" of this RFP document.

At a minimum, the data elements should include:

- Demographic information such as age, gender, race/ethnicity, educational level, place of residence, and number of persons in the household (who may be affected by secondhand smoke).
- Information about the participant's tobacco consumption level, intention to quit, number of past quit attempts, insurance, and willingness to be followed up for further evaluation and support.
- Assurance regarding compliance with HIPAA requirements.

The contractor will also describe how the data will be collected, and how they will use a computerized system to accurately tabulate information regarding: participant demographics, participant tobacco consumption, the services the participants received, the level of participation, referrals made to health care providers or other cessation services, and outcomes of the cessation effort.

3.1.4 Cessation Project Services Content. The contractor will describe the specific content of the cessation services provided to the participants, including the following:

- The health model or behavioral framework on which the cessation project is based.

- A synopsis, syllabus, flow chart, or agenda outlining the steps that a participant would go through from recruitment through successful completion of the cessation effort.
- The format, content, length, and number of the peer counseling sessions (one-on-one and/or group) that will be provided for each participant.
- The strategies to be used with the tobacco user participants to promote continued participation and completion of the cessation program, and deal with relapses.
- The follow-up activities to be conducted to determine each individual participant's level of tobacco use at the following intervals: seven days prior to beginning the cessation program, upon completion, and one month and three months after completion.
- The protocols that will be followed to ensure coordination of services between health care providers, the Montana Tobacco Quit Line, and insurers.

3.1.5 Peer Counselor Recruitment, Training, and Supervision. All peer counselors must be of Native American ancestry. The contractor will describe the following regarding the use of peer counselors:

- The criteria the contractor will use to recruit peer counselors, including qualifications and experience.
- The specific training peer counselors will receive before and during the pilot project from cessation counseling specialists.
- How cessation professionals will supervise and evaluate the peer counselors.
- The estimated number of peer counselors that will be involved in the project.

3.1.6 Nicotine Replacement Therapy & Care Coordination. The contractor will describe the strategies they will use to ensure adult participant access to Nicotine Replacement Therapy, and for coordination of care through the providers at the Tribal/Indian Health Service Clinic(s) or Urban Health Clinics. They will ensure that participants receive accurate information about nicotine replacement therapy (NRT), bupropion (Zyban), and other over-the-counter tobacco cessation aids that have been approved by the Federal Drug Administration, including efficacy, and side effects and the need for health care provider involvement.

3.1.7 Pilot Project Evaluation. Throughout the contract period the contractor will ensure that the pilot project is evaluated in order to assess its overall effectiveness. Ideally, the contractor will use an independent evaluator for this work. The contractor will describe the specific strategies that the evaluator will use to assess the following items:

- The effectiveness of the pilot cessation project compared to standard care (for example, data from quitlines following North American Quitline Consortium guidelines, clinic cessation programs, or other community cessation programs for Native Americans).
- The total cost of each successful quit attempt.

3.1.8 Project Reporting. As required by DPHHS, the contractor will submit the following reports:

- Three Quarterly Progress Reports, due September 30, 2006, December 31, 2006, and March 30, 2007, describing the cessation project implementation and outcomes during the respective three-month quarter period, and including evaluation information and recommendations for any changes necessary to improve the project during the remaining contract period.
- A Final Project Report, due June 30, 2007, describing overall and final project implementation and evaluation results.

3.2 MONTANA-SPECIFIC INFORMATION

The following Montana-specific information may be helpful:

- According to the 2000 U.S. Census, Native American Indians comprise 6.2% of Montana's population, for a total of 56,068.

- Montana is home to the following 13 tribal nations on seven established reservations:

TRIBAL NATIONS OF MONTANA	
TRIBAL NATION	RESERVATION
Assiniboine	Fort Peck Indian Reservation
Assiniboine	Fort Belknap Reservation
Blackfeet	Blackfeet Indian Reservation
Chippewa-Cree	Rocky Boy's Reservation
Crow Tribe	Crow Reservation
Gros Ventre	Fort Belknap Reservation
Kootenai (Confederated Salish & Kootenai)	Flathead Reservation
Little Shell Band of Chippewas	"Landless Indians"
Northern Cheyenne	Northern Cheyenne Reservation
Pend d'Oreille	Flathead Reservation
Salish (Confederated Salish & Kootenai)	Flathead Reservation
Sioux	Fort Peck Indian Reservation
Swan Creek & Black River Chippewa	

- Montana has five urban Indian clinics located in Billings, Great Falls, Helena, Butte and Missoula that serve up to 7,000 people a year.
- Tobacco use is the leading cause of preventable death and disease in Montana, killing more people than alcohol, motor vehicle crashes, HIV/AIDS, illegal drugs, murders, and suicides combined
- Each year in Montana, approximately 1400 people die as a direct result of tobacco use, and another 110-200 people die because of exposure to secondhand smoke.
- Among Montana's American Indians, the leading causes of death are cancer and heart disease. Tobacco use is a critical risk factor for both.
- The prevalence of cigarette smoking of adult Montana Native Americans (36%) is almost twice as high as the overall adult smoking rate.
- According to the state's 2004 Prevention Needs Assessment, twice as many Native American (37%) as White (17%) students smoked cigarettes.
- In 1999, one of every three pregnant Montana American Indian women smoked.
- Among Western states, Montana has the second highest prevalence of adult smokeless tobacco use.
- Use of smokeless tobacco is more common among Native American than White high school students (14% and 9% respectively).
- Almost one in two (45%) of adult cigarette smokers tried to quit smoking in 2002, and more females than males reported they tried to quit smoking cigarettes – 47.9% and 42% respectively.
- Montana youth also try to stop smoking cigarettes. In 2003, three of five (61%) of high school students who smoked cigarettes reported they tried to quit in the past 12 months.
- The MTUPP offers a toll-free statewide tobacco cessation quitline for all Montanans.

SECTION 4: QUALIFICATIONS & INFORMATIONAL RESPONSE REQUIREMENTS

4.0 STATE'S RIGHT TO INVESTIGATE AND REJECT

The State may make such investigations as deemed necessary to determine the ability of the offeror to perform the services specified. The State reserves the right to reject any proposal if the evidence submitted by, or investigation of, the offeror fails to satisfy the State that the offeror is properly qualified to carry out the obligations of the contract. *This includes the State's ability to reject the proposal based on negative references.*

4.1 OFFEROR'S QUALIFICATIONS AND SERVICES METHOD PLAN

In order for the State to determine the capabilities of an offeror to perform the services specified in Section 3 above, the offeror must respond to the following requests for information regarding its ability to meet the State's requirements. **THE RESPONSE "(OFFEROR'S NAME) UNDERSTANDS AND WILL COMPLY" IS NOT APPROPRIATE FOR THIS SECTION.**

NOTE: Each item must be thoroughly addressed. Offerors taking exception to any requirements listed in this section may be found non-responsive or be subject to point deductions.

4.1.1 References. Offeror shall provide a minimum of two references that are using services of the type proposed in this RFP. The references may include state government or universities where the offeror, preferably within the last three years, has successfully provided tobacco use cessation services, preferably using peer counselors. At a minimum, the offeror shall provide the company name, the location where the services were provided, contact person(s), customer's telephone number, e-mail address, and a complete description of the service type, and dates the services were provided. These references may be contacted to verify offeror's ability to perform the contract. The State reserves the right to use any information or additional references deemed necessary to establish the ability of the offeror to perform the conditions of the contract. Negative references may be grounds for proposal disqualification.

4.1.2 Resumes/Company Profile and Experience. Offeror shall provide the following information documenting company and key personnel experience in providing tobacco cessation services for Native Americans using peer counseling. The information should demonstrate the offer's thorough knowledge and understanding of the principles and practice of evidence-based tobacco use cessation and effective peer counseling:

- Specify how long the individual and/or company has been in the business of providing services similar to those requested in this RFP and under what company name.
- Describe any relevant past projects, including the service type and dates the services were provided by the individual/company.
- For all key personnel who will be involved with the project, provide a concise resume or summary of qualifications, work experience, education, and skills, which emphasizes their previous experience and qualifications working in tobacco cessation and peer counseling.

4.1.3 Method of Providing Services. Offeror shall provide a work plan that convincingly demonstrates how the offer will provide the services to meet the requirements specifically detailed in **Section 3.1, Program Description and Contractor Requirements**. The work plan must respond to each numbered paragraph in Section 3.1., and must include detailed service methodologies, specific timeframes, and assignments and responsibilities for each staff person involved with the project.

SECTION 5: OFFEROR'S COST PROPOSAL/PROPOSED BUDGET

MTUPP has up to \$60,000 available for the Native American cessation services for the period from approximately June 1, 2006 through June 30, 2007. The offeror must provide a cost proposal and proposed budget and budget narrative for, at a minimum, the categories listed below in Section 5.1 for the development and implementation of Tobacco Use Cessation Pilot Project for Native Americans for the contract period listed above. Except for the payment for project startup costs described in Section 5.1.8, payments for services will be on a performance-based deliverable system as set out in Section 5.2. Funds may not be used to directly purchase Nicotine Replacement Therapies, or to pay individual tobacco users to participate in the cessation pilot project.

5.1 COST CATEGORIES

For all the categories listed below, the offeror must include amounts and detailed budget justification.

5.1.1 Personnel.

- **Salaries and Wages:** For each position, provide the following information: name of staff member who will occupy the position, if available; annual salary; percentage of time budgeted for this position; total months of salary budgeted; and total salary amount. Provide a cost justification and describe the scope of responsibility for each position.
- **Benefits:** For each position, provide information on the rate of benefits and the total benefits cost.

5.1.2 Travel and Per Diem. Include an estimate of any in-state travel relative to the proposed Scope of Project. Describe purpose of all travel and estimate all expenses (e.g., transportation, meals, lodging, etc., based on the State's per diem rates) as set forth on the State's travel page at: <http://www.discoveringmontana.com/doa/doatravel/travelmain.asp>.

5.1.3 Subcontracts. Any proposed subcontracts must be described in detail. For each proposed subcontract, include the following information: Name of subcontractor and organizational affiliation if applicable; relevance of service to proposal; proposed scope of work including tasks and deliverables; the time period of the subcontract; the name and position of the person who will supervise or manage the subcontractor; the method used to select the subcontractor; and a detailed budget.

5.1.4 Supplies and Materials. Include office supplies, meeting supplies, and all materials necessary to purchase for carrying out the proposed Scope of Project. Identify by line item and justify.

5.1.5 Evaluation. Include costs associated with evaluation data collection, management and interpretation, and report writing.

5.1.6 Other. Include estimates of the costs for such items as copying, postage, printing, computer time, public relations, meeting room rental, long distance phone charges, professional services, and other items that do not fall into the above budget categories.

5.1.7 Indirect or Administrative Costs. These costs must be negotiated with DPHHS.

5.1.8 Startup Costs. Include a cost estimate for project startup. (May not exceed 15% of total cost.)

5.1.9 Financial Officer. The offeror must provide the name, address and phone number of the financial officer or other responsible fiscal person designated by the applicant organization.

5.2 PROPOSED PAYMENT SCHEDULE

Except for payment for project startup described in Section 5.1.8, the contractor will be paid on a schedule that ties payments to specific deliverables and deadlines. The deliverables and payments include:

- | | |
|---|--------------------------|
| • Startup Costs (upon contract signage) | 15% of the project total |
| • First Quarter Progress Report – Due by September 30, 2006 | 20% of the project total |
| • Second Quarter Progress Report – Due by December 31, 2006 | 20% of the project total |
| • Third Quarter Progress Report – Due by March 31, 2007 | 20% of the project total |
| • Final Project Report – due by June 30, 2007 | 25% of the project total |

SECTION 6: EVALUATION PROCESS

6.0 EVALUATION CRITERIA

The evaluation committee will review and evaluate the **Reference, Resume/Company Profile and Experience, Method of Providing Services, and the Cost Proposal/Proposed Budget** sections of the offer based on the following Scoring Guide. The **maximum score possible is 100 points**.

Any response that fails to achieve a passing score per the requirements of Section 2.3.5 will be eliminated from further consideration. A "fail" for any individual evaluation criteria may result in proposal disqualification at the discretion of the procurement officer.

SCORING GUIDE

Very Good Response (5 pts): A very good response provides clear, comprehensive and useful information, while showing strong experience and thorough knowledge within the category. The proposal is well organized and written, and fully addresses all requirements set forth in the RFP. The offeror provides insight into their expertise, knowledge and understanding of the subject matter.

Good Response (4 pts): A good response meets all the RFP requirements, and demonstrates in a clear and concise manner a solid knowledge and understanding of the subject matter. This response demonstrates an above average performance with no apparent deficiencies noted.

Fair Response (3 pts): A fair response meets the requirements in an adequate manner. This response demonstrates an ability to comply with guidelines, parameters, and requirements with no additional information put forth by offeror.

Poor Response (up to 2 pts): A poor response minimally meets most of the requirements set forth in the RFP. The offeror has demonstrated knowledge of the subject matter only.

Failed Response (0 pts): A failed response does not meet most of the requirements set forth in the RFP. The offeror has not demonstrated knowledge of the subject matter.

References	Pass/Fail
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Category	Section of RFP	Point Value
A. References Included with Offeror's Response	4.1.1	Pass/Fail

Resumes, Company Profile and Experience	30% of all points for a possible 30 points
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Category	Section of RFP	Point Value (Max)
A. Company Profile (years providing services)	4.1.2	5
B. Company Experience	4.1.2	5
C. Key Staff Experience	4.1.2	5
D. Staff Resumes/Qualifications Summary	4.1.2	5
E. Knowledge/Understanding of NA Cessation	4.1.2	5
F. Knowledge/Understanding of Peer Counseling	4.1.2	5

Method of Providing Services**70% of all points for a possible 70 points**

	Category	Section of RFP	Point Value (Max)
A.	Proposal Workplan and Timeframes	4.1.3	5
B.	Staff Assignments and Responsibilities	4.1.3	5
C.	Pilot Project Area Location	3.1.1	5
D.	Eligibility Criteria For Cessation Participants	3.1.2	5
E.	Participant Recruitment Strategies and Goals	3.1.2	5
F.	Participant Data Collection and Data Management	3.1.3	5
G.	The Steps From Recruitment Through Completion	3.1.4	5
H.	Peer Counseling Format and Content	3.1.4	5
I.	Participant Follow-up	3.1.4	5
J.	Coordination of Services with Other Providers	3.1.4	5
K.	Peer Counselor Recruitment, Train. & Supervision	3.1.5	5
L.	Nicotine Replacement Therapy/Care Coordination	3.1.6	5
M.	Pilot Project Evaluation	3.1.7	5
N.	Project Reporting	3.1.8	5

Cost Proposal/Proposed Budget**Pass/Fail**

	Category	Section of RFP	Point Value (Max)
A.	Cost Proposal Clear/Mathematically Correct	5.0	Pass/Fail
B.	Budget Justification is Appropriate & Reasonable	5.0	Pass/Fail
	<u>Budget Category</u>	<u>5.1</u>	<u>Appropriate/Reasonable/Acceptable</u>
	Personnel	5.1.1	Yes/No
	Travel and Per Diem	5.1.2	Yes/No
	Subcontracts	5.1.3	Yes/No
	Supplies and Materials	5.1.4	Yes/No
	Evaluation	5.1.5	Yes/No
	Other	5.1.6	Yes/No
	Indirect or Administrative Costs	5.1.7	Yes/No
I	Startup Costs	5.1.8	Yes/No

APPENDIX A: STANDARD TERMS AND CONDITIONS

By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES: The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance (Mont. Code Ann. § 18-1-118). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the State's solicitation document and a vendor's response, the language contained in the State's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Mont. Code Ann. § 18-4-141.)

AUTHORITY: The following bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

COMPLIANCE WITH LAWS: The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the State Procurement Bureau. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

DEBARMENT: The contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

DISABILITY ACCOMMODATIONS: The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals, who need aids,

alternative document formats, or services for effective communications or other disability-related accommodations in the programs and services offered, are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

FACSIMILE RESPONSES: Facsimile responses will be accepted for invitations for bids, small purchases or limited solicitations ONLY if they are completely received by the State Procurement Bureau prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

FAILURE TO HONOR BID/PROPOSAL: If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or, fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

FORCE MAJEURE: Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party is using its best efforts to remedy such failure or delays.

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

LATE BIDS AND PROPOSALS: Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to assure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

PAYMENT TERM: All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

RECIPROCAL PREFERENCE: The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://www.mt.gov/doa/gsd/procurement/reciprocalpreference.asp>.

REFERENCE TO CONTRACT: The contract or purchase order number MUST appear on all invoices, packing lists, packages and correspondence pertaining to the contract.

REGISTRATION WITH THE SECRETARY OF STATE: Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain

the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://www.sos.state.mt.us>.

SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

SHIPPING: Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

SOLICITATION DOCUMENT EXAMINATION: Vendors shall promptly notify the State of any ambiguity, inconsistency, or error, which they may discover upon examination of a solicitation document.

TAX EXEMPTION: The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED: Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Mont. Code Ann. § 18-5-603.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

TERMINATION OF CONTRACT: Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

UNAVAILABILITY OF FUNDING: The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Mont. Code Ann. § 18-4-313(4).)

U.S. FUNDS: All prices and payments must be in U.S. dollars.

VENUE: This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Mont. Code Ann. § 18-1-401.)

WARRANTIES: The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance and/or use desired. Exceptions will be rejected.

Revised 7/05

APPENDIX B: CONTRACT

1. Parties
2. Purpose
3. Effective Date, Duration and Renewal
4. Services and/or Supplies
5. Consideration/Payment
6. Access and Retention of Records
7. Assignment, Transfer and Subcontracting
8. Hold Harmless/Indemnification
9. Required Insurance
10. Compliance with Workers' Compensation Act
11. Compliance with Laws
12. Contract Termination
13. Liaison and Service of Notices
14. Meetings
15. Contractor Performance Assessments
16. Transition Assistance
17. Choice of Law and Venue
18. Scope, Amendment and Interpretation
19. Execution

TOBACCO USE CESSATION SERVICES FOR NATIVE AMERICANS

(CONTRACT NUMBER)

1. PARTIES

THIS CONTRACT, is entered into by and between the State of Montana Department of Public Health and Human Services, (hereinafter referred to as "the State"), whose address and phone number are 1400 Broadway, Cogswell C-314, Helena, MT 59620, (insert phone number) and (insert name of contractor), (hereinafter referred to as the "Contractor"), whose address and phone number are (insert address) and (insert phone number).

THE PARTIES AGREE AS FOLLOWS:

2. PURPOSE

The purpose of this contract is to develop and implement a pilot cessation project to help individual Montana Native Americans permanently quit their addiction to commercial tobacco products. Peer counseling is to be a key component of the project. The cessation project will address non-traditional/non-ceremonial smoking of cigarettes and cigars and the use of chew or spit tobacco by Native Americans. The project will be developed, managed, documented, and evaluated as a pilot project, such that if successful, the project could be reproduced and used in other Native American communities in Montana.

3. EFFECTIVE DATE, DURATION, AND RENEWAL

3.1 Contract Term. This contract shall take effect upon contract execution and terminate on June 30, 2007, unless terminated earlier in accordance with the terms of this contract. (Mont. Code Ann. § 18-4-313.)

4. SERVICES

The Contractor must provide the services set out in RFP **Insert #**, the Contractor's response to this RFP, **and any attachments resulting from negotiated changes to contractor's response.**

5. CONSIDERATION/PAYMENT

5.1 Payment Schedule. In consideration for the services to be provided, the State shall pay according to the following schedule:

- A. The Contractor is to receive from the Department reimbursement for services rendered in accordance with those costs provided for in the budget in Attachment B. The Contractor may only bill for services that have been performed.

Attachment B will be the final approved budget submitted by the selected offeror.

- B. Except for payment for project startup costs, the final approved selected offeror's budget will be paid on a schedule that ties payments to specific deliverables and deadlines. The Contractor must submit invoices itemizing all services and expenses for reimbursement that include the following information: Name and mailing address of Contractor; Federal ID Number; contract number, dates expenses incurred; detailed explanation of expenses for reimbursement; and signed by the contract liaison. Invoices must be submitted to the Department's liaison listed in Section 16.
- C. Except for the startup costs, these deliverables must include:

Startup Costs (upon contract signage)	15% of the project total
First Quarter Progress Report – Due by September 30, 2006	20% of the project total
Second Quarter Progress Report – Due by December 31, 2006	20% of the project total
Third Quarter Progress Report – Due by March 31, 2007	20% of the project total
Final Project Report – due by June 30, 2007	25% of the project total

- D. The Department will reimburse the Contractor for travel expenses directly related to performance of this agreement at the rates set for travel of state employees pursuant to Title 2, Chapter 18, Part 5, MCA., except for lodging, which will be reimbursed at actual cost up to \$55/day (within Montana). Original receipts* for lodging and commercial travel reimbursement must be provided to the Department if they are to be fully reimbursed; without a receipt, the maximum lodging reimbursement is \$12. **[NOTE: credit card receipts are not acceptable]**. A completed travel expense worksheet (Attachment C) should be submitted with each billing invoice in which travel reimbursement is being billed.
- E. The source of funding for this contract is from the Montana State General Fund.
- F. The total reimbursement provided to the Contractor for the purposes of this contract may not exceed **\$60,000.00**.
- G. The Contractor may not receive monies provided through this contract as reimbursement for the costs of services that are reimbursed from other sources.

5.2 Withholding of Payment. The State may withhold payments to the Contractor if the Contractor has not performed in accordance with this contract. Such withholding cannot be greater than the additional costs to the State caused by the lack of performance.

6. ACCESS AND RETENTION OF RECORDS

6.1 Access to Records. The Contractor agrees to provide the State, Legislative Auditor or their authorized agents access to any records necessary to determine contract compliance. (Mont. Code Ann. § 18-1-118.)

6.2 Retention Period. The Contractor agrees to create and retain records supporting the services rendered for a period of three years after either the completion date of this contract or the conclusion of any claim, litigation or exception relating to this contract taken by the State of Montana or a third party.

7. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

The Contractor shall not assign, transfer or subcontract any portion of this contract without the express written consent of the State. (Mont. Code Ann. § 18-4-141.) The Contractor shall be responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. No contractual relationships exist between any subcontractor and the State.

8. HOLD HARMLESS/INDEMNIFICATION

The Contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

9. REQUIRED INSURANCE

9.1 General Requirements. The Contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

9.2 Primary Insurance. The Contractor's insurance coverage shall be primary insurance as respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

9.3 Specific Requirements for Automobile Liability. The Contractor shall purchase and maintain coverage with split limits of \$500,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), OR combined single limits of \$1,000,000 to cover such claims as may be caused by any act, omission, or negligence of the contractor or its officers, agents, representatives, assigns or subcontractors.

9.4 Certificate of Insurance/Endorsements. A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages, has been received by the **(insert agency name and address)**. The Contractor must notify the State immediately, of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. The State reserves the right to require complete copies of insurance policies at all times.

10. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with sections 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither the contractor nor its employees are employees of the State. This insurance/exemption must be valid for the entire term of the contract. A renewal document must be sent to the Department upon expiration.

11. COMPLIANCE WITH LAWS

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

12. CONTRACT TERMINATION

12.1 Termination for Cause. The State may, by written notice to the Contractor, terminate this contract in whole or in part at any time the Contractor fails to perform this contract.

12.2 Termination for Convenience. The State may, by written notice to the Contractor, terminate this contract without cause. The State must give notice of termination to the Contractor at least **(insert numbers of days)** days prior to the effective date of termination.

12.3 Reduction of Funding. The State, at its sole discretion, may terminate or reduce the scope of this contract if available funding is reduced for any reason. (See Mont. Code Ann. § 18-4-313(4).)

13. LIAISON AND SERVICE OF NOTICES

All project management and coordination on behalf of the State shall be through a single point of contact designated as the State's liaison. Contractor shall designate a liaison that will provide the single point of contact for management and coordination of Contractor's work. All work performed pursuant to this contract shall be coordinated between the State's liaison and the Contractor's liaison.

_____ will be the liaison for the State.

(Address):

(City, State, ZIP):

Telephone:

Cell Phone:

Fax:

E-mail:

_____ will be the liaison for the Contractor.

(Address):

(City, State, ZIP):

Telephone:

Cell Phone:

Fax:

E-mail:

The State's liaison and Contractor's liaison may be changed by written notice to the other party. Written notices, requests, or complaints will first be directed to the liaison.

14. MEETINGS

The Contractor is required to meet with the State's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the contract or to discuss the progress made by Contractor and the State in the performance of their respective obligations, at no additional cost to the State. Meetings will occur as problems arise and will be coordinated by the State. The Contractor will be given a minimum of three full working days notice of meeting date, time, and location. Face-to-face meetings are desired. However, at the Contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings, two consecutive missed or rescheduled meetings, or to make a good faith effort to resolve problems, may result in termination of the contract.

15. CONTRACTOR PERFORMANCE ASSESSMENTS

The State may do assessments of the Contractor's performance. This contract may be terminated for one or more poor performance assessments. Contractors will have the opportunity to respond to poor performance assessments. The State will make any final decision to terminate this contract based on the assessment and any related information, the Contractor's response and the severity of any negative performance assessment. The Contractor will be notified with a justification of contract termination. Performance assessments may be considered in future solicitations.

16. TRANSITION ASSISTANCE

If this contract is not renewed at the end of this term, or is terminated prior to the completion of a project, or if the work on a project is terminated, for any reason, the Contractor must provide for a reasonable period of time after the expiration or termination of this project or contract, all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. Such

transition assistance will be deemed by the parties to be governed by the terms and conditions of this contract, except for those terms or conditions that do not reasonably apply to such transition assistance. The State shall pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by the contract. If there are no established contract rates, then the rate shall be mutually agreed upon. If the State terminates a project or this contract for cause, then the State will be entitled to offset the cost of paying the Contractor for the additional resources the Contractor utilized in providing transition assistance with any damages the State may have otherwise accrued as a result of said termination.

17. CHOICE OF LAW AND VENUE

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal or subsequent contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana and each party shall pay its own costs and attorney fees. (See Mont. Code Ann. § 18-1-401.)

18. SCOPE, AMENDMENT AND INTERPRETATION

18.1 Contract. This contract consists of (insert number) numbered pages, any Attachments as required, RFP # **0710021** as amended and the Contractor's RFP response as amended. In the case of dispute or ambiguity about the minimum levels of performance by the Contractor the order of precedence of document interpretation is in the same order.

18.2 Entire Agreement. These documents contain the entire agreement of the parties. Any enlargement, alteration or modification requires a written amendment signed by both parties.

19. EXECUTION

The parties through their authorized agents have executed this contract on the dates set out below.

(INSERT AGENCY NAME)

(Insert Address)

(Insert City, State, Zip)

(INSERT CONTRACTOR'S NAME)

(Insert Address)

(Insert City, State, Zip)

BY: _____
(Name/Title)

BY: _____
(Name/Title)

BY: _____
(Signature)

BY: _____
(Signature)

DATE: _____

DATE: _____

Approved as to Legal Content:

Legal Counsel (Date)
Agency: _____

Approved as to Form:

Procurement Officer
State Procurement Bureau

(Date)

APPENDIX C: North American Quitline Consortium Data Elements

Approved February 2005 MDS Questions - FINAL
Phoenix, Arizona Updated July 19, 2005
North American Quitline Consortium Page 1 of 10

MINIMAL DATA SET INTAKE QUESTIONS

A. REASON FOR CALLING AND AWARENESS OF QUITLINE

1. How can I help you? (Reason for Calling)
 - Want help / information about quitting
 - Want help / information about staying quit
 - Want to refer someone for help
 - Want general information or materials about quitline service
 - Other _____
- 2a. Are you:
 - Calling for yourself (SKIP TO Q3)
 - Calling on behalf of or to help someone else (CONTINUE TO Q2b)
- 2b. Are you:
 - A health professional
 - A friend or family member
 - A community organization, worksite, insurance
 - Other _____
3. How did you hear about the Quitline? (Do NOT read. CHECK ALL RESPONSES)
(**Optional** – *specific types of promotion*)
 - MEDIA newspaper
 - radio
 - television
 - Other selections can be added by quitline*
 - OTHER ADVERTISING phone directory,
 - flyers, brochures
 - Other selections can be added by quitline*
 - REFERRAL health professional (doctor, dentist, etc.)
 - family/friends
 - workplace
 - health insurance
 - community organization
 - other

END MDS PART OF INTERVIEW IF RESPONDENT IS CALLING ON BEHALF
OF OR TO HELP SOMEONE ELSE

Approved February 2005 MDS Questions - FINAL
Phoenix, Arizona Updated July 19, 2005
North American Quitline Consortium Page 2 of 10

4. Is this your first call to the quitline in the past year?
 - Yes
 - No **Optional:** *How many times did you call the quitline in the past year?* _____
(# of times)

B. TOBACCO BEHAVIOURS

5a. USA: Do you currently smoke cigarettes every day, some days, or not at all?

(CHECK ONE)

Everyday

Some days (if less than 7 days per week or less than 1 cigarette per day)

Optional if respond "Some Days": How many days did you smoke in the last 30 days? _____

Not at all

When was the last time you smoked a cigarette, even a puff? -- / -- / ----

(if day is unknown, code as 15th of month.) dd/mm/yyyy

(IF RESPONSE IS "NOT AT ALL" SKIP TO Q7)

CANADA: Do you currently smoke cigarettes daily, occasionally, or not at all?

(CHECK ONE)

Daily

Occasionally (if less than 7 days per week or less than 1 cigarette per day)

Optional if respond "Occasionally": How many days did you smoke in the last 30 days? _____

Not at all

When was the last time you smoked a cigarette, even a puff? -- / -- / ----

(if day is unknown, code as 15th of month.) dd/mm/yyyy

(IF RESPONSE IS "NOT AT ALL" SKIP TO Q7)

5b. How many cigarettes do you smoke per day on the days that you smoke?

Cigarettes per day ____ (If caller says over 100, confirm. 100 cpd = 5 packs per day; If caller says less than one per day, code 5a as Some Days/Occasionally)

6. Cigarette smokers only:

How soon after you wake up do you smoke your first cigarette? (DO NOT READ) within five minutes

6 to 30 minutes

31 to 60 minutes

more than 60 minutes

don't know

refused

Approved February 2005 MDS Questions - FINAL

Phoenix, Arizona Updated July 19, 2005

North American Quitline Consortium Page 3 of 10

7. Do you currently use other tobacco products such as... (check all that apply)

Cigars

Pipes

Chewing Tobacco or Snuff

Other Tobacco Products (e.g. Bidis) **Optional: (specify)** _____

(IF Q5a = EVERYDAY/DAILY OR SOME DAYS/OCCASIONALLY AND Q7 = NO OTHER TOBACCO, SKIP TO Q9)

(IF Q5a = NOT AT ALL AND Q7 = NO OTHER TOBACCO, SKIP TO Q10)

8. How much tobacco do you use per week?

_____ cigars (number per week)

_____ pipe bowls (number per week)

_____ chewing tobacco or snuff (number of pouches / tins per week)

_____ Other tobacco (amount per week)

All current tobacco users (smokers and other tobacco users)

9. Do you intend to quit within the next 30 days? (DO NOT READ)

Yes

No

Don't know

Refused to answer

10. **Optional** At what age did you start smoking regularly? _____ age in years

C. CALLER CHARACTERISTICS (Ask of all eligible* callers)

(* eligible is defined by each quitline and should be clearly described)

11. First I need to verify are you male or female?

Male

Female

Refused

12. What year were you born? _ _ _ _

Refused

Optional What is your date of birth? _ _ / _ _ _ _

Mo./year

13. What is your zip code? (Canada = postal code) _ _ _ _ _

14. **Optional:** Do you have any health insurance? *USA only*

Yes

No

Don't know

Refused

Approved February 2005 MDS Questions - FINAL

Phoenix, Arizona Updated July 19, 2005

North American Quitline Consortium Page 4 of 10

15. What is the highest level of education you have completed? (DO NOT READ)

USA Canada

Less than grade 9 Less than high school

Grade 9 to 11, no degree

GED

High school degree High school diploma

some college or university Technical or trade school

(includes any post-high school education,
including technical or trade school, but not
a degree.)

college or university degree College or university degree

(includes AA, BA, Masters, Ph.D.)

16. USA Are you Hispanic or Latino?

Yes (Hispanic or Latino)

No (Not Hispanic or Latino)

Refused

Not ascertained (**OPTIONAL**) Reason: _____ (include "don't know" here)

17. USA Which of these groups would you say best describes you? (READ)

White₁

Black or African American₂

Asian₃

Optional if respond Asian: Which specific ethnicity or race do you identify with the most? (Do not read responses; code answer)

Asian Indian
Cambodian
Chinese (except Taiwanese)
Filipino
Hmong
Japanese
Korean
Laotian
Pakistani
Thai
Taiwanese
Vietnamese
Other Asian (specify): _____
don't know/not sure
Refused

¹ A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.

² A person having origins in any of the black racial groups of Africa. Terms like Haitian or Negro can also be used.

³ A person having origins in any of the original peoples of the Far East, Southeast Asian, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine islands, Thailand, and Vietnam.

Approved February 2005 MDS Questions - FINAL

Phoenix, Arizona Updated July 19, 2005

North American Quitline Consortium Page 5 of 10

Native Hawaiian or other pacific islander⁴

Optional if respond Native Hawaiian or other pacific islander: Which specific ethnicity or race do you identify with the most? (Do not read responses; code answer)

Native Hawaiian
Samoan
Tongan
Tahitian
Maori
Guamanian or Chamorro
Other Micronesian (e.g. Marshallese, Palauan, Pohnpeian, Chuukese, Yapese, Saipanese, Kosraean)
Fijian
Other (specify): _____
Don't know/not sure
Refused

American Indian or Alaska natives

DO NOT READ THE REST:

Other (specify) _____
Don't know
Refused

Canada To which of the following ethnic or cultural groups did your ancestors belong? (ancestor = great grandparents or further back) (READ; CAN CHECK MORE THAN

ONE)

Canadian (English or French Canadian)

Aboriginal (Native Indian, Metis, Inuit)

British (English, Irish, Scottish, Welsh)

European (specify country _____)

Asian (specify country _____)

Other (specify) _____ (DON'T READ)

None of the above (DON'T READ)

Don't know (DON'T READ)

Refused (DON'T READ)

THIS IS THE END OF THE INTAKE QUESTIONS REQUIRED BY THE MINIMAL
DATA SET.

⁴ A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

⁵ A person having origins in any of the original peoples of North, Central, or South America, and who maintain tribal affiliation or community attachment.

Approved February 2005 MDS Questions - FINAL

Phoenix, Arizona Updated July 19, 2005

North American Quitline Consortium Page 6 of 10

INTAKE ADMINISTRATIVE DATA

Counselor ID (*Optional*)

Caller ID

Date of First Contact with Quitline _ / _ / _ _ _ _

day mo yr

Intervention Provided to Caller (Check All That Apply)

Basic information

Literature and/or self-help materials

Reactive counseling (one counseling session)

Proactive counseling (more than one counseling session)

Medications

Referral

Other

Approved February 2005 MDS Questions - FINAL

Phoenix, Arizona Updated July 19, 2005

North American Quitline Consortium Page 7 of 10

MINIMAL DATA SET

SEVEN MONTH FOLLOW-UP QUESTIONS

7 MONTH FOLLOW-UP ADMINISTRATIVE DATA

Evaluator ID

Caller ID

Date of First Contact with Quitline _ _ / _ _ / _ _ _ _

dd /mm/yyyy

Date of Evaluation Interview: seven months after date of first contact with quitline

_ _ / _ _ / _ _ _ _

dd/mm/yyyy

A. CALLER SATISFACTION

1. Overall, how satisfied were you with the service you received from the Quitline?
(READ ALL, CHECK ONE ONLY)

very satisfied
mostly satisfied
somewhat satisfied
not at all satisfied
don't know
refused

B. TOBACCO BEHAVIOURS

- 2a. USA: Do you currently smoke cigarettes every day, some days, or not at all?
(CHECK ONE)

Everyday

Some days (if less than 7 days per week or less than 1 cigarette per day)

Optional if respond "Some Days": How many days did you smoke in the last 30 days? _____

Not at all

When was the last time you smoked cigarettes daily? -- / -- / ----

(if day is unknown, code as 15th of month.) dd/mm/yyyy

IF RESPONSE IS "NOT AT ALL" SKIP TO Q4

Approved February 2005 MDS Questions - FINAL

Phoenix, Arizona Updated July 19, 2005

North American Quitline Consortium Page 8 of 10

CANADA: Do you currently smoke cigarettes daily, occasionally, or not at all?

(CHECK ONE)

Daily

Occasionally (if less than 7 days per week or less than 1 cigarette per day)

Optional if respond "Occasionally": How many days did you smoke in the last 30 days? _____

Not at all

When was the last time you smoked cigarettes daily? -- / -- / ----

(if day is unknown, code as 15th of month.) dd/mm/yyyy

(IF RESPONSE IS "NOT AT ALL" SKIP TO Q4)

- 2b. How many cigarettes do you smoke per day on the days that you smoke?

Cigarettes per day ____ (If caller says over 100, confirm. 100 cpd = 5 packs per day; If caller says less than one per day, code as Some Days)

3. **Cigarette smokers only:**

How soon after you wake up do you smoke your first cigarette? (DO NOT READ)

within five minutes

6 to 30 minutes

31 to 60 minutes

more than 60 minutes

don't know

refused

4. Do you currently use other tobacco products such as... (check all that apply)

Cigars

Pipes

Chewing Tobacco or Snuff

Other Tobacco Products (e.g. Bidis)

(IF Q2a = EVERYDAY/DAILY OR SOME DAYS/OCCASIONALLY AND Q4 = NO OTHER TOBACCO, SKIP TO Q6)

(IF Q2a = NOT AT ALL AND Q4 = NO OTHER TOBACCO, SKIP TO Q8)

5. How much tobacco do you use per week?

_____ cigars (number per week)

_____ pipe bowls (number per week)

_____ chewing tobacco or snuff (number of pouches / tins per week)

_____ Other tobacco (amount per week) **Optional: (specify)** _____

Approved February 2005 MDS Questions - FINAL

Phoenix, Arizona Updated July 19, 2005

North American Quitline Consortium Page 9 of 10

All current tobacco users (smokers and other tobacco users)

6. Do you intend to quit within the next 30 days? (DO NOT READ)

Yes

No

Don't know

Refused to answer

7. Since you first called the Quitline on (*Date of first contact*), seven months ago, did you quit using tobacco for 24 hours or longer? (DO NOT READ, CHECK ONE ONLY) (Note: collect number of *intentional* quit attempts only)

Yes

No

Don't know

Refused to answer

Optional: *How many times did you quit using tobacco for 24 hours or longer?* _____

(Note: collect number of *intentional* quit attempts only)

8. When was the last time you smoked a cigarette, even a puff? -- / -- / ----

(if day unknown, code as 15th of month) dd/mm/yyyy

Don't know

Refused to answer

9. Have you smoked any cigarettes or used other tobacco, even a puff, in the last 7 days?

Yes

No

Don't know

Refused

10. Have you smoked any cigarettes or used other tobacco, even a puff, in the last 30 days?

Yes

No

Don't know

Refused

11. Since your call to the quitline on (*Date of first contact*), seven months ago, have you used anything to help you quit? For example, nicotine replacement (gum or patch), pills (Zyban), group cessation, advice from a health professional, self-help materials?

Yes

No

Don't know

Refused

12. *Optional* What kind of treatments or health professionals?

(Check all that apply – do not read) (Quitlines can expand these categories as necessary)

Medication Zyban

NRT patches

NRT gum

NRT lozenges

other medications as desired

Advice from Physician

Pharmacist

Nurse

Group cessation program

Self-help materials

Other _____

THIS IS THE END OF THE 7 MONTH FOLLOW-UP QUESTIONS REQUIRED BY
THE MINIMAL DATA SET.